

1 Thomas E. Ho'okano, Esq. SBN 052477
2 **LAW OFFICE OF THOMAS E. HO'OKANO**
3 onehookanolaw@aol.com
4 2172 Promontory Point Lane
5 Gold River, CA 95670
6 Telephone: (916) 706-3354
7 Facsimile : (916) 706-2004
8 Attorneys for Plaintiff Boys and Girls Guide,
9 L.L.C.
10

11 UNITED STATES DISTRICT COURT
12 FOR THE CENTRAL DISTRICT OF CALIFORNIA
13

14 **BOYS AND GIRLS GUIDE, LLC.,**

CASE No.

15 **Plaintiff,**

16 **v**

17 **TREVOR SHORT, FIRST LOOK**
18 **HOLDINGS, LLC, FIRST LOOK**
19 **SPV, LLC, NU IMAGE, INC, AVI**
20 **LERNER and DOES 1 - 20,**

VERIFIED COMPLAINT FOR
COPYRIGHT INFRINGEMENT
PRELIMINARY AND PERMANENT
INJUNCTIVE RELIEF AND MONEY
DAMAGES.

21 **Defendants.**
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Plaintiff BOYS AND GIRLS GUIDE, LLC (hereinafter "BGG, LLC") for their
Complaint against TREVOR SHORT, an individual (hereinafter "Short"), FIRST LOOK
HOLDINGS, LLC, (hereinafter "FLH") FIRST LOOK SPV, LLC (hereinafter "FLSPV",
NU IMAGE, INC (hereinafter "NUI"), AVI LERNER (hereinafter "Lerner") and Does 1

BGG, LLC v Trevor Short et al Complaint

1 through 10 allege as follows as to matters within their personal knowledge, and on
2 information and belief as to all other matters:

3 **NATURE OF THE CASE**

4 1. This action arises out of Defendants' acts of copyright infringement arising
5 from: the unlawful mortgaging of plaintiff's film "Boys and Girls Guide To Getting
6 Down" (the "Work"), a major motion picture, without acquiring the right to mortgage or
7 pledge said film as collateral for a loan from Plaintiff, BGG, LLC the owner of the
8 copyright in the Work.

9 2. The "Work" was copyrighted by plaintiff BGG, LLC in 2007. The screenplay
10 on which the work is based was copyrighted by plaintiff in 2005. The copyright
11 registration for the film Work is PAu3-146-077.

12
13 **JURISDICTION AND VENUE**

14 3. This is a civil action against defendants for copyright infringement in breach of
15 the Copyright Act, 17 U.S.C. Sections 101 *et seq.* This Court has subject matter
16 jurisdiction pursuant to 17 U.S.C. Section 501(a), 28 U.S.C. Section 1331 and 28 U.S.C.
17 Section 1338(a).

18 4. Venue is proper in this District under 28 U.S.C. Section 1391(b) and (c) and
19 28 U.S.C. Section 1400(a) in that the claim arises in this Judicial District. Defendants
20 Short, Lerner, FLH, FLSPV, and NUI may be found in and do business in this Judicial
21 District, and on information and belief, Doe Defendants 1- 10 also transact business in
22 this venue. Defendants are subject to the personal jurisdiction of this Court and are
23 amenable to service of process pursuant to the California's Long Arm Statute, Cal. Civ.
24 Proc. Code, Section 413.10 and Fed. R. Civ. P 4(e).

25 **THE PARTIES**

26 5. Plaintiff Boys and Girls Guide, LLC (also referred to herein variously as
27 "BGG, LLC" or "Plaintiff Company") is a California Limited Liability Company and the
28 owner of the copyright of the work. Plaintiff is based in Los Angeles, California, within

1 this judicial district. Members of plaintiff company include Mr. Enrique Aguirre,
2 Managing Member, Mr. Paul Sapiano, director of the film Work and co-author of the
3 screenplay upon which the Work is based, and Mr. Hani Selim, one of the producers of
4 the film Work. All of the above mentioned live and work in the County of Los Angeles
5 within this Judicial District.

6 6. Plaintiff is informed and believes and on that basis alleges, that defendant
7 Trevor Short is an individual and that he does business within this judicial district.
8 Plaintiff is also informed and believes and on that basis alleges that defendant Trevor
9 Short has an ownership interest in defendant Nu Image, Inc and that he was a co-founder
10 of the company in 1992 with defendant Avi Lerner. Plaintiff is informed and believes
11 and on that basis alleges that Nu Image, Inc is in the business of producing and
12 distributing motion pictures.

13 7. Plaintiff is informed and believes and on that basis alleges that First Look SPV,
14 LLC is a suspended Delaware limited liability company and that said company does
15 business within this judicial district. Plaintiff is also informed and believes and on that
16 basis alleges that defendant Trevor Short is an officer in said company with offices within
17 this judicial district.

18 8. Plaintiff is informed and believes and on that basis alleges that defendant First
19 Look Holdings, LLC is a Delaware limited liability company and that said company does
20 business within this judicial district. Plaintiff is also informed and believes and on that
21 basis alleges that defendant's agent for process of service is National Registered Agents,
22 Inc. Plaintiff further alleges on information and belief that said company was formed to
23 acquire First Look Studios, Inc.

24 9. Plaintiff is informed and believes and on that basis alleges that defendant Nu
25 Image, Inc is a California corporation and that said company does business within this
26 judicial district. Plaintiff is informed and believes and on that basis alleges that defendant
27 Trevor Short is a principal in said company and along with defendant Avi Lerner is a co-
28 founder of the company.

1 10. Plaintiff is informed and believes and on that basis alleges that defendant Avi
2 Lerner is an individual engaged in the business of motion picture production and
3 distribution and that said defendant does business within this judicial district. Plaintiff is
4 also informed and believes and on that basis alleges that defendant Lerner is a principal in
5 defendant Nu Image, Inc, defendant First Look Holdings, and defendant First Look SPV,
6 LLC.

7 11. Plaintiff is unaware of the true names or capacities of the defendants sued
8 herein under the fictitious names DOES 1- 10, but pray for leave to amend and serve such
9 fictitiously named defendants once their names and capacities become known. Plaintiff is
10 informed and believes and, upon such belief, alleges that each of the defendants
11 designated herein as a "Doe" is legally responsible in some manner for the events and
12 happenings herein alleged either as a direct participant in the scheme alleged herein and
13 that Plaintiff's damages as alleged herein were proximately caused by such defendants.

14 12. Defendants Short, First Look Holdings, LLC, First Look SPV, LLC, Nu
15 Image, Inc , Lerner and Doe Defendants are collectively referred to herein as
16 "Defendants".

17 FACTUAL ALLEGATIONS

18 13. The "Work" has been registered with the United States Copyright Office. A
19 true and correct copy of the Certificate of Registration thereof is attached hereto and
20 incorporated herein as Exhibit A to this complaint.

21 14. Plaintiff BGG, LLC is currently the holder of the exclusive right to market,
22 distribute, sub-distribute and otherwise exploit the Work, soundtrack, trailers, and other
23 advertising materials in connection therewith and the copyright identified in Exhibit A
24 with respect to all forms of theatrical distribution, non theatrical distribution, all forms of
25 television, including free and pay television, home video, and all other media. At all times
26 relevant hereto plaintiff has steadfastly maintained the right to mortgage said film Work
27 or to pledge said Work as collateral for a loan. At no time has Plaintiff Company
28 consented to or agreed to the mortgaging or pledging of its film Work as collateral for a

1 loan or line of credit or for any other purpose. Plaintiff Company did not consent to the
2 mortgaging of its film by defendant First Look SPV, LLC.

3 15. In about October 2006 Plaintiff Company entered into a distribution agreement
4 with Kosmic Film Entertainment Company, Inc wherein it granted an exclusive license ti
5 distribute plaintiff's film Work. The agreement did not provide Kosmic with an
6 ownership interest in the film Work nor did it provide Kosmic with any right to mortgage
7 plaintiff's film Work or to pledge it as collateral for a loan or any other purpose.
8 Paragraph 7 of the agreement specifically provides that legal title to the picture and to the
9 delivery materials and all rights therein (including the right to enforce the copyright and
10 to recover damages on account of infringement of said copyright, regardless of the date of
11 infringement) is and at al times be owned solely by the producer BGG,LLC. The
12 agreement also specifically stated in Paragraph 7 that no ownership rights were granted to
13 the distributor.

14 16. Plaintiff is informed and believes and on that basis alleges that in about 2007
15 Defendant Avi Lerner formed defendant First Look Holdings, LLC to purchase First
16 Look Studios, Inc. First Look Studios was a film distribution company. In about March
17 2007, First Look Studios entered into an agreement with Kosmic Film Entertainment
18 Company, Inc wherein Kosmic assigned its rights to distribute plaintiff's film Work to
19 First Look Studios. The Short Form Distribution Agreement, dated March 27, 2007
20 between Kosmic and First Look Studios sets forth the distribution rights granted to First
21 Look Studios by Kosmic. The distribution rights did not include the right to mortgage
22 plaintiff's film or to mortgage any rights to distribute the film Work. No ownership
23 interest in the film was conveyed by Kosmic to First Look Studios, Inc. Kosmic
24 ultimately went out of business and returned its rights to distribute plaintiff's film Work
25 to plaintiff BGG, LLC by written correspondence dated December 10, 2010. In said
26 correspondence Kosmic indicated that its rights to distribute plaintiff's film Work would
27 be returned to plaintiff company effective December 17, 2010.

1 17. Plaintiff is informed and believes and on that basis alleges that after defendant
2 First Look Holdings acquired First Look Studios, Inc. in 2007, defendant First Look
3 Studios assigned its right to distribute plaintiff's Film Work to defendant First Look SPV,
4 LLC without plaintiff's consent or agreement. on or about November 18, 2007. To this
5 day defendant First Look Spv, LLC never paid fees to plaintiff company it was obligated
6 to pay in regard to defendant's distribution of plaintiff's film Work.

7 18. Plaintiff is informed and believes and on that basis alleges that defendant First
8 Look SPV, LLC entered into a Copyright Security Agreement dated June 14, 2006 with
9 its lenders Merrill Lynch Bank USA, as administrative agent, and Wells Fargo Bank,
10 N.A, as Collateral Agent, wherein First Look SPV pledged its rights in all copyrights,
11 including *subsequently acquired rights* as a security interest to its lenders. The purpose
12 of the line of credit was to enable defendant First Look SPV to purchase film rights which
13 would constitute collateral for the loan. The Security Agreement was Amended and
14 Restated in September 2007 to clarify that the agreement applied to First Look
15 SPV, LLC's "right, title, and interest in all copyrights and contracts". Plaintiff is informed
16 and believes and on that basis alleges that defendants Trevor Short, Avi Lerner, First
17 Look Holdings, Nu Image, Inc and First Look SPV, LLC wrongfully included Plaintiff's
18 film Work, along with other film titles, as security or collateral for the line of credit from
19 Wells Fargo Bank At the time defendant pledged plaintiff's film Work defendants knew
20 or should have known that plaintiff Company owned the copyright to the film Work an
21 was the owner of film. Defendants did not obtain plaintiff's consent to pledge the film
22 Work as collateral for a loan. Defendants' actions were an intentional violation of
23 plaintiff's copyright in the Work.

24 19. Plaintiff Company is informed and believes and on that basis alleges that
25 defendants Short and Lerner had included several film Works as collateral for the Wells
26 Fargo loan which they did not own. In so doing, plaintiff is informed and believes and on
27 that basis alleges that the value of the collateral was vastly overstated.
28

1 20. The Merrill Lynch Bank / Wells Fargo Bank loan to defendant First Look SPV
2 was subsequently assigned to Bank of America, N. A. in about February 23, 2010 by way
3 of a Secured Party General Conveyance and Bill of Sale. Plaintiff's film Work could not
4 be assigned to Bank of America, N.A. as part of the Bill of Sale as rights in the Work
5 could not be assigned to Well Fargo by defendant First Look SPV, LLC without
6 plaintiff's consent or agreement. Defendant First Look SPV, LLC had no ownership
7 interest in plaintiff's film Work.

8 21. Defendant First Look SPV ultimately defaulted on the loan agreement with
9 Bank of America and Bank of America commenced suit against First Look SPV and First
10 Look Studios, Inc on or about February 10, 2010 for breach of contract, among other
11 causes of action, in the United States District Court for the Southern District of New York
12 (*Bank of America, N.A. v First Look SPV LLC and First Look Studios, Inc. Case No. 10*
13 *Civ 991*). In its complaint, the bank alleges that defendants had an obligation of \$46.5
14 million dollars and that financial reports submitted by defendants were false and
15 misleading. For example, the bank alleged that defendant First Look had certified to
16 Merrill Lynch that its film library was worth over fifty million dollars when in fact it
17 believed that the value of the film library was only approximately twenty million dollars
18 The Bank also alleged that representatives of First Look also disclosed that First Look
19 Studios had wrongly informed Merrill Lynch that it had "sold" several motion pictures to
20 First Look SPV that were not, in fact, the property of First Look Studios in the first place
21 and thus were not owned by First Look Studios "free and clear of all Liens and rights of
22 others". Plaintiff is informed and believes and on that basis alleges that plaintiff's film
23 Work was wrongly included in the list of films which First Look had wrongly represented
24 as being "sold" to First Look SPV and which First Look SPV ultimately pledged as
25 collateral for the loan from Merrill Lynch Bank.

26 22. Bank of America initiated foreclosure proceedings on the loan to defendant
27 First Look SPV on or about December 22, 2009 and ultimately became the "owner" of
28 the First Look SPV film library at the foreclosure sale on or about February 9, 2010.

1 Plaintiff alleges that the bank did not acquire an ownership interest in plaintiff's film
2 because defendants had no authority or consent from Plaintiff Company to pledge
3 plaintiff's film Work as collateral for a loan and as such Bank of America could not
4 foreclose on plaintiff's copyrighted Work.

5 23. Plaintiff is informed and believes and on that basis alleges that at all relevant
6 times hereto that defendants Short, First Look Holdings, LLC, First Look SPV, LLC, Nu
7 Image, Inc and Lerner were responsible for and did violate plaintiff's copyright by
8 causing plaintiff's film Work to be pledged as collateral for the loan from Merrill Lynch
9 and Wells Fargo Bank, N.A and by distributing plaintiff's film Work without paying the
10 fees required by the Kosmic Film Entertainment, Inc distribution agreement with First
11 Look Studios, Inc. .

12 24 On or about March 25, 2010 Bank of America, defendant First Look SPV,
13 LLC, First Look Studios, Inc., Nu Image Delaware, Inc., Defendant Trevor Short,
14 Defendant Avi Le and Bank of America entered into a Settlement Agreement and Release
15 whereby Bank of America agreed to convey its "rights" in plaintiff's film Work, among
16 others, to Nu Image Delaware, Inc. Plaintiff alleges that Bank of America could not
17 convey any interest in plaintiff's film Work to Nu Image Delaware, Inc because the film
18 Work could not be pledged as security for a loan without plaintiff's agreement or consent.
19 Plaintiff alleges that at all relevant times it was and is the sole owner of the film Work. .

20 25. Defendants and each of them have violated plaintiff's copyright distributing
21 plaintiff's film Work without paying to plaintiff its share of distribution fees and by
22 pledging plaintiff's film Work as collateral for a loan in violation of federal copyright
23 laws. By their conduct defendants have caused plaintiff damages by inter alia, placing a
24 cloud on the title to its film Work, plaintiff cannot obtain financing for other films as
25 sequels to the initial film Work, plaintiff cannot mortgage its film and they have been
26 deprived of distribution, rental, sales and copying revenue by defendants' and their
27 successors in interest.

1 26. Plaintiff Company did not become aware of defendants' actions in violating its
2 copyright by mortgaging its film until at the earliest February 11, 2013.

3 27. Plaintiff is informed and believes and on that basis alleges that defendants
4 have engaged in similar acts of copyright infringement involving films listed in defendant
5 First Look SPV, LLC's film library. {begin}

6 **FIRST CAUSE OF ACTION**

7 **COPYRIGHT INFRINGEMENT AGAINST ALL DEFENDANTS**

8 28. Plaintiff incorporates by this reference the allegations set forth in paragraphs
9 1 through 27 above.

10 29. Plaintiff is informed and believes, and on that basis alleges that defendants,
11 and each of them, have knowingly and intentionally infringed Plaintiff's rights in the
12 copyright in the Work, by among other things, mortgaging plaintiff's Work and / or
13 pledging plaintiff's Work as collateral for a loan or line of credit without plaintiff's
14 consent or agreement

15 30. An exclusive licensee does not have the right to transfer its interest in
16 copyrighted material without the express consent of the owner of the copyright. As such
17 defendant First Look SPV, LLC could not mortgage plaintiff's film Work or pledge said
18 Work as collateral for a loan without the express consent of plaintiff BGG, LLC. It is
19 undisputed that plaintiff BGG, LLC never provided the required consent to First Look
20 SPV, LLC or any other entity, including Kosmic Film Entertainment, Inc or First Look
21 Studios, Inc. See, e.g. Gardner v Nike, Inc. 279 F 3rd 774 (9th Cir 2002).

22 31. Plaintiff has no adequate remedy at law and has suffered, and is continuing to
23 suffer, irreparable harm and damage as a result of the aforesaid acts of infringement.
24 Defendants and each of them are liable in amounts within the jurisdiction of this Court.

25 32. Plaintiff is informed and believes and upon that basis alleges, that the
26 aforesaid infringement by defendants of plaintiff's Work was and continues to be with the
27 knowledge that the Work is copyrighted, and that defendants and each of them in doing
28

1 the acts complained of herein, have wilfully infringed Plaintiff's rights under the
2 Copyright Laws of the United States, 17 U.S.C. Section 101 et seq.

3 33. Plaintiff is informed and believes and upon that basis alleges , that defendants
4 have each obtained gains, profits, and advantages as a result of their respective wrongful
5 acts in amounts within the jurisdiction of this Court.

6 34. Plaintiff is informed and believes and upon that basis alleges, that it has
7 suffered, and continues to suffer, direct and actual damage as a result of Defendants'
8 wrongful conduct as alleged herein, in amounts within the jurisdiction of this Court. In
9 order to determine the full extent of such damages, including such profits as may be
10 recoverable under 17 U.S.C. Section 504, plaintiff will require an accounting from each
11 defendant of all monies generated from the mortgaging of plaintiff's film Work as alleged
12 herein.

13 35. In the alternative, plaintiff may elect to recover statutory damages from
14 defendants pursuant to 17 U.S.C. Section 504 (c). Defendants have each violated the
15 copyrights of plaintiff, as alleged herein above. Plaintiff is informed and believes and on
16 that basis alleges that defendants have each infringed the Work, a federally registered
17 copyrighted Work. Plaintiff is informed and believes and on that basis alleges, that
18 defendants, and each of them, may be liable for statutory damages to plaintiff pursuant to
19 17 U.S.C. Section 504 (c). Further, plaintiff is informed and believes and on that basis
20 alleges, that each defendants' acts as described above are in willful violation of Plaintiff's
21 rights, and statutory damages against each such willfully infringing defendant up to the
22 maximum amount allowable pursuant to 17 U.S.C. Section 504 (c) (2) for the
23 infringement of the Work should be assessed by the Court.

24 36. Plaintiff is informed and believes, and on that basis alleges, that unless
25 enjoined by the Court, the unlawful infringement by defendants will continue with
26 irreparable harm and damage to plaintiff. Plaintiff therefore seeks preliminary and
27 permanent injunctive relief pursuant to 17 U.S.C. Section 502.

1 37. By reason of the acts alleged herein, plaintiff has incurred and will continue to
2 incur, attorney's fees and other costs in relation with the adjudication of the claims herein,
3 alleged which attorney's fees and costs plaintiff may, be entitled to recover from
4 defendants and each of them.

5 Wherefore, plaintiff prays for judgment as follows.

6
7 **DEMAND FOR JURY TRIAL**

8 Plaintiff hereby submits its demand for a jury trial in this matter

9 **PRAYER FOR RELIEF**

10 WHEREFORE, Plaintiff requests judgment against Defendants as follows:

11 1. Defendants, their officers, agents, employees, representatives, servants and
12 attorneys, and all persons in active concert or participation with them, be preliminarily
13 and permanently enjoined from mortgaging, or pledging plaintiff's film Work as
14 collateral or security for a loan or line of credit. or vicariously infringing upon Plaintiff's
15 rights in the copyright of the Work.

16 2. A seizure order be entered directing the U.S. Marshall to seize and impound all
17 items possessed, owned or under the control of Defendants, their officers, agents,
18 servants, employees, representatives and attorneys, franchisees, and all persons in active
19 concert or participation with them (including purchasers of infringing products from
20 Defendants), which infringe upon Plaintiff's rights in the copyright of the Work.

21 3. Defendants be held liable to Plaintiff for actual damages and disgorgement of
22 all profits derived by Defendants from their acts of copyright infringement pursuant to 17
23 U.S.C. Section 504, including general, special, and incidental damages against
24 Defendants in an amount to be proven at trial.

25 4. For statutory damages against each of the Defendants in the amount of up to
26 \$30,000.00, or \$150,000.00 if such acts of infringement are found to be willful, if
27 statutory damages are recoverable under the circumstances and such amounts are greater
28 than the amount of item (3) above.

VERIFICATION

I, ENRIQUE AGUIRRE, declare and say as follows:

I am the managing member of Plaintiff Boys and Girls Guide, LLC. I have read the foregoing

**VERIFIED COMPLAINT FOR COPYRIGHT INFRINGEMENT
PRELIMINARY AND PERMANENT INJUNCTIVE RELIEF AND MONEY
DAMAGES**

and know the contents therein. I declare under the penalty of perjury under the laws of the United States that the facts alleged therein are true and correct, and where the facts are alleged on information and belief, I believe them to be true and correct.

Date: November 15, 2013

s/Enrique Aguirre
ENRIQUE AGUIRRE

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EXHIBIT A

Certificate of Registration



This Certificate issued under the seal of the Copyright Office in accordance with title 17, United States Code, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

Marybeth Peters

Register of Copyrights, United States of America

Form PA
For a Work of Performing Arts

PAU3-146-077

PAU3-146-077



EFFECTIVE DATE OF REGISTRATION

7 12 07
Month Day Year

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

1 TITLE OF THIS WORK

The Boys & Girls Guide To Getting Down

PREVIOUS OR ALTERNATIVE TITLES

NATURE OF THIS WORK See instructions

Motion Picture

2

a NAME OF AUTHOR

Paul Sapiano

DATE OF BIRTH AND DEATH

Year Born 1967 Year Died

Was this contribution to the work a "work made for hire"?

☐ Yes

☒ No

AUTHOR'S NATIONALITY OR DOMICILE

Place of Country

Citizen of United Kingdom

OR Domiciled in USA

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK

Anonymous? ☐ Yes ☒ No

Pseudonym? ☐ Yes ☒ No

NOTE

Under the law, the "author" of a "work made for hire" is generally the employer, not the employee (see instructions). For any part of this work that was "made for hire" check "Yes" in the space provided, give the employer (or other person for whom the work was prepared) as "Author" of that part, and leave the space for dates of birth and death blank.

NATURE OF AUTHORSHIP Briefly describe nature of material created by this author in which copyright is claimed.

Credited as Director

b NAME OF AUTHOR

Hani Selim

DATE OF BIRTH AND DEATH

Year Born 1966 Year Died

Was this contribution to the work a "work made for hire"?

☐ Yes

☒ No

AUTHOR'S NATIONALITY OR DOMICILE

Place of Country

Citizen of USA

OR Domiciled in

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK

Anonymous? ☐ Yes ☒ No

Pseudonym? ☐ Yes ☒ No

NATURE OF AUTHORSHIP Briefly describe nature of material created by this author in which copyright is claimed.

Credited as Producer

c NAME OF AUTHOR

Enrique Aguirre

DATE OF BIRTH AND DEATH

Year Born 1965 Year Died

Was this contribution to the work a "work made for hire"?

☐ Yes

☒ No

AUTHOR'S NATIONALITY OR DOMICILE

Place of Country

Citizen of USA

OR Domiciled in

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK

Anonymous? ☐ Yes ☒ No

Pseudonym? ☐ Yes ☒ No

NATURE OF AUTHORSHIP Briefly describe nature of material created by this author in which copyright is claimed.

Credited as Executive Producer

3

a YEAR IN WHICH CREATION OF THIS WORK WAS COMPLETED

2005

b DATE AND NATION OF FIRST PUBLICATION OF THIS PARTICULAR WORK

Complete this information ONLY if this work has been published. Month Day Year

4

COPYRIGHT CLAIMANT(S) Name and address must be given even if the claimant is the same as the author given in space 2.

Boys and Girls Guide, LLC
1301 Main St. Studio 3
Venice, CA 90291

APPLICANT'S SIGNATURE

JUN 05 2007

JUN 05 2007

TWO DEPOSITS RECEIVED

FUNDS RECEIVED

7/12/07

TRANSFER If the claimant(s) named here in space 4 is (are) different from the author(s) named in space 2, give a brief statement of how the claimant(s) obtained ownership of the copyright.

By written agreement

MORE ON BACK Complete all applicable spaces (numbers 5-8) on the reverse side of this page. See detailed instructions. Sign the form at line 8.

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Page 1 of 2